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# **AGREEMENT**

*between the*

**DISTRICT SUPERINTENDENT  
as Executive Officer of the  
BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES**

**Sole Supervisory District of**

**DELAWARE, CHENANGO,  
MADISON & OTSEGO CO.**

*and the*

**BOCES EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
(BESPA)**

*from*

**July 1, 2008 to June 30, 2012**

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**ARTICLE I**  
**RECOGNITION**

- A. The BOCES recognizes the BOCES Educational Support Personnel Association as the exclusive representative of all non-instructional personnel employed half time or more by the Board and included in PERB's certification Case No. C-3977.
- B. Except as indicated in C below, said unit of employees represented by the Association shall include: Child Care Worker, Photocopy Aide, Food Service Helper, Messenger, Clerk, Photocopy Operator, Van Driver, Chauffer, Custodial

Worker, Offset Press Operator Trainee, Senior Photocopy Operator, Typist, Account Clerk, Payroll Clerk, Records Management Technician, Teacher Aide, Offset Press Operator, Stenographer, Account Clerk Typist, Computer Help Desk/Trainer, Senior Account Clerk, Senior Account Clerk Typist, Purchasing Clerk, A/V Repair, Graphic Aide, Assistant Fleet Mechanic, Building Maintenance Mechanic, Building Maintenance Mechanic II, Monitor, Case Manager, Employment Counselor, Fleet Mechanic, Computer Technician, A/V Technician, Brailist, LPN, Interpreter, and Registered Nurse.

- C. Excluded from the unit shall be: Administrators, Directors, Coordinators, Treasurer, Secretary to the District Superintendent, Secretary to the Director of Employee Relations, Word Processing Manager, Word Processing Specialist, Computer Operator/Programmer, Secretary to the Assistant Superintendent for Instructional Services, Secretary to Assistant Superintendent for Management Services, Secretary to the Coordinator of Planning and Development, Building Maintenance Mechanic, Payroll Clerk assigned to BOCES payroll, Print Shop Manager, Psychologist, Social Worker, a Secretary to each Director, Purchasing Agent and a Typist for the Assistant Superintendent for Management Services and all other employees.

## **ARTICLE II ASSOCIATION RIGHTS**

- A. The District Superintendent agrees to make available upon request to the Association all public records, data and information financial or otherwise except for confidential materials for use in facilitating the process of negotiations or grievance. Original records, data and information are not to be removed from the room in which they are housed.
- B. At least 24 hours prior to a regular meeting of the BOCES Board, a copy of the agenda will be sent to the BESPA President. Following the meeting the approved minutes will be given to the President of the BESPA.

### **ARTICLE III ASSOCIATION LEAVE**

The President of the DCMO BOCES Educational Support Personnel Association, or his/her designee will be permitted to utilize one day without loss of pay to attend the annual NEA/NY Delegate Assembly, and one day without loss of pay to attend the annual NEA/NY Lobby Day.

### **ARTICLE IV JURY DUTY**

While on jury duty the unit member will continue to receive regular pay, less the jury duty pay. The unit member will either have the jury duty pay subtracted from his/her regular pay, or will submit the jury duty pay to the BOCES.

### **ARTICLE V GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. **Grievance** - A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement. In the event the Association files a grievance, it shall identify each employee who is allegedly aggrieved.
2. **Aggrieved Person** - An "aggrieved person" is the person or persons or the Association making the claim.
3. **Party in Interest** - A "party in interest" is the person or persons making the claim and any person including the Association or the District, who might be required to take action in order to resolve the claim.
4. **Day** - Day shall mean work day, as indicated in the BOCES calendar.
5. **Board** - Board shall mean the BOCES Board of Education.
6. **Association** - Association shall mean the BOCES Educational Support Personnel Association.
7. **Assistant Superintendent** - Assistant Superintendent shall mean the Assistant Superintendent responsible for the department in which the aggrieved party is employed.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

- a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
- b. Failure to present an alleged grievance in writing within 25 days after the occurrence of the claimed grievance shall result in a waiver of the right to present the alleged grievance.
- c. If a decision is not appealed to the next Stage within the time limits specified, the grievance shall be deemed discontinued and further appeal under this Agreement shall be barred.
- d. Failure to communicate a decision to the aggrieved within the time limits specified shall permit an appeal to the next stage of the procedure.

D. Stages of Proceedings

1. Stage One - Immediate Supervisor

- a. An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, the aggrieved party will submit the grievance in writing to his/her immediate supervisor using the designated grievance form and in accordance with the stated procedure in SECTION C.
- c. Within seven (7) work days following the day the written grievance was received, the Supervisor will return the grievance form with the decision to the aggrieved party.

2. Stage Two - Assistant Superintendent

- a. If the aggrieved person is not satisfied with the decision rendered at Stage One, he/she may appeal it to the Assistant Superintendent within seven (7) work days of receiving the Stage One decision.
- b. The Assistant Superintendent shall meet with the grievant within (7) seven work days and render a decision and the reasons therefore in writing to the aggrieved party within seven (7) days after said meeting.

3. Stage Three - District Superintendent

- a. If the aggrieved party is not satisfied with the decision at Stage 2, he/she may file an appeal to the District Superintendent within seven (7) work days of receipt of the Stage 2 decision.
- b. The District Superintendent shall meet with grievant within (7) seven work days and render a decision and the reasons therefore in writing to the aggrieved party within seven (7) days after said meeting.

4. Stage Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Stage 3, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the District Superintendent, he/she may, within five (5) work days after a decision by the District Superintendent or fifteen (15) work days after the grievance was delivered to the District Superintendent, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person.
- b. Within ten (10) work days after such written notice of submission to arbitration, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the Parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association by either Party. The Parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Parties and hold hearings promptly and shall issue his/her decision no later than thirty (30) days from the date of the close of hearings.



or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him /her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Parties and shall be final and binding on the Parties.

- d. In the event that the arbitrability of a grievance is at issue between the Parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.4. b. of this Article.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the Party incurring same.
- f. Any arbitration hearing resulting from these procedures shall be scheduled during the non-work hours of the affected BOCES employees or potential Association witnesses or at a time mutually agreeable to the parties. Such agreement shall be in writing.

#### E. Rights of the Employee to Representation

##### 1. Employee and Association

Any aggrieved person may be represented at all Stages of the grievance procedure by himself/herself or at his/her option by representatives selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all Stages of the grievance procedure.

##### 2. Reprisals

No reprisals of any kind shall be taken by the District or by any member of the administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the District Superintendent directly and the processing of such grievance shall be commenced at Stage Three. The Association will identify the unit members who are claiming a grievance.

2. Separate Grievance File

All documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance file.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

**ARTICLE VI  
WORK DAY**

- A. The regular work day shall consist of no more than 8 hours exclusive of a one-half hour for lunch.
- B. The commencement and the termination of the work day shall be determined by the immediate supervisor.
- C. Unit members may not work overtime or on a holiday unless prior permission has been received in writing, or unless directed to do so by the immediate supervisor.
- D. The work day shall include two fifteen-minute breaks (one in the morning and one in the afternoon to be determined by the immediate supervisor).
- E. BOCES employees regularly assigned to a position for which the majority of the hours fall between the hours of 3:00 p.m. and 11:00 p.m. will receive a second shift differential of .40¢ per hour effective July 1, 2009 (.45¢ per hour, effective

July 1, 2011). BOCES employees regularly assigned to a position for which the majority of hours fall between the hours of 11:00 p.m. and 7:00 a.m. will receive a third shift differential of .55¢ per hour effective July 1, 2009 (.60¢ per hour, effective July 1, 2011).

- F. Teacher aides assigned to substitute for a teacher during their regular work day shall receive a payment of \$30 for a full day and \$15 for a half day. Said amount shall be in addition to their normal daily rate.

## **ARTICLE VII WORK YEAR**

- A. The work year for full-time ten-month unit members shall be from September 1 through June 30.
- B. Full-time twelve-month unit members shall receive 13 paid holidays per year.
- C. Full-time ten-month unit members shall receive 9 paid holidays per year.
- D. Unit members shall be informed of the dates of the holidays when the calendar is adopted by the BOCES Board of Education.

## **ARTICLE VIII REPORTING PROCEDURE**

- A. A unit member who will be absent from work will inform his/ her immediate supervisor or a representative designated by the supervisor by 4:30 p.m. the day before the absence if possible. If this is not possible, the unit member shall call to report such absence at the earliest possible time, but no later than 7:00 a.m. of the day of the absence, or one hour prior to the start of the regular shift, whichever is earlier.
- B. On the days when BOCES is closed to students because of emergency conditions, the following unit members assigned to a BOCES campus will not be expected to report for work: teacher aides, monitors, helpers, braillists, interpreters and registered nurses.

All other unit members will be expected to report to the campus as soon as road conditions permit, or utilize a personal business leave day.

- C. Unit members assigned to component districts shall follow the procedure of the component district.

## **ARTICLE IX LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Twelve-month full-time employees will receive fourteen sick leave days annually with unlimited accumulation. Ten-month full-time clerical employees shall receive twelve sick leave days annually with unlimited accumulation. Ten-month full-time teacher aides shall receive ten sick leave days annually with unlimited accumulation. Sick leave takes effect from day of employment. For new employees, the sick leave will be prorated from the date of employment.
2. Sick leave may be used for personal illness or for illness in the family, however, accumulated sick leave may not be used for family illness. "Family" for the purposes of this leave is defined as husband, wife, children, and parents. Family, for the purposes of this leave also includes parent-in-laws and grandparents living with the family. Doctor and dental appointments may be deducted from sick leave or personal leave days. After three days of absence, the immediate supervisor may request a doctor's certificate.
3. Sick days will be credited on the basis of either a half-day or a full day.
4. When a unit member resigns or retires, he/she loses the accumulated sick days except as specified as below.
5. BOCES will provide the Section 41 (j) option which applies unused sick leave up to 165 days to service credit for retirement benefit calculation. In accordance with the law, the employee may or may not elect this benefit. A unit member retiring from BOCES service with fifteen (15) or more years of BOCES service will receive payment for unused sick leave days at the rate of \$50.00 or his/her daily rate, whichever is less, per unused day. Days allowable for purposes of this benefit will be limited to 210 sick days, minus the first 165 days, for a maximum of 45 days eligible for payment.
6. Effective July 1, 2008, in cases of retirement only there will be an additional payment of \$170 times the number of continuous complete years of service in this BOCES at time of retirement for unit members retiring after (15) or more years of BOCES service. The maximum number of years for such payment will be 25 for a maximum payment of \$4,250. Such payment will be made at the same time as the sick leave payment. Effective September 1, 2009 the per year payment will increase to \$190 (maximum payment \$4,750). Effective September 1, 2010 the per year payment will increase to \$200 (maximum payment \$5,000).

### **B. Sick Leave Bank**

1. A Sick Leave Bank, for extended illnesses, shall be provided to unit members who choose to participate.
2. A unit member who desires to become a member of the Bank shall forward a request to the Association President and shall agree to donate the appropriate number of days to the Bank from his/her sick leave allocation. A new unit employee shall not be allowed membership in the sick leave bank until they have been employed by the BOCES for one hundred and eighty days.
3. The Association President shall forward a list of members of the Bank to the District Superintendent.
4. A unit member who is in need of borrowing days from the Bank shall notify the Association President and the District Superintendent of the need.
5. The Association shall develop procedures concerning the use of the Bank including but not limited to:
  - a. eligibility for membership and for use of days
  - b. assessment procedures if the Bank is in need of additional days
  - c. proof of illness
6. The procedures concerning the Sick Bank are subject to the approval of BOCES.
7. Only those unit members who are members of the Bank may borrow days from the Bank.
8. The maximum number of days which a unit member can borrow is 25 per year.
9. The BOCES shall not contribute days to the Bank.
10. The BOCES shall be held harmless concerning any actions which may be initiated regarding the Sick Leave Bank.

**C. Personal Business Leave**

1. Full-time twelve-month unit members shall be granted four days per year to be used for personal business. Full-time ten-month unit members shall be granted three days per year to be used for personal business.
2. Personal business shall be defined as business which must be conducted during the regular work day.

3. A request for the use of a personal business day must be submitted at least three (3) working days prior to the use of said day, unless the day is to be used for an emergency situation. A reason for the use of the days does not have to be stated unless it is for an emergency.
4. In the event of an emergency, the unit member must inform the immediate supervisor as soon as possible of the reason for the use of the personal day.
5. Unused personal days shall be credited to sick leave accumulation annually.
6. Personal days will be credited on the basis of either a half-day or a full day.
7. The following reasons are sufficient to warrant a personal day:
  - a. funeral of relative or close friend
  - b. wedding within immediate family (including self); wedding of relative or close friend
  - c. graduation of child, spouse, or self; taking child to college
  - d. paternity
  - e. real estate closing
  - f. legal business
  - g. emergency accident within immediate family; accident to relative or close friend
  - h. family illness
  - i. routine physicals and dental appointments
  - j. inclement weather
8. The following reasons are not sufficient to warrant a personal day:
  - a. vacation, shopping
  - b. athletic and/or recreational activities
  - c. day preceding or day following vacation day or holiday, except as applies to (a) through (j) above
  - d. convention not applicable to school business
  - e. personal convenience or enjoyment

**D. Bereavement Leave**

1. Up to five (5) days leave without loss of pay will be granted to full-time unit members for bereavement. Said days may be used for death in the immediate family.
2. Immediate family shall be defined as: spouse, parents, children, siblings, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone living in the same household as the unit member.

3. Bereavement leave days shall not be accumulated.

**E. Child Rearing Leave**

Child rearing leave may be granted to full-time employees without pay for a period not to exceed one year. Permission for such leave must have Board approval. Insurance coverage will continue only if paid by the unit member.

**F. Vacation Leave**

1. Vacation leave shall apply to full-time twelve-month unit members only.
2. Vacation days will be granted at the rate of one day per full month worked, and may not be utilized or paid until the completion of twenty-six (26) weeks of employment.
3. Every July 1, unit members will receive one additional vacation day for each full fiscal year completed. Any unit member working prior to January 1 during his/her first year will be credited with the additional vacation day on July 1st of the next fiscal year.
4. The maximum annual vacation time is twenty days. For employees hired on or after July 1, 1993, said maximum shall be fifteen days.
5. Vacation time will be used only after it is earned.
6. A unit member will retain vacation credit for consecutive years of service when changing positions within BOCES.
7. Requests for approval of dates to use earned vacation time must be submitted to the immediate supervisor prior to the dates requested. The immediate supervisor has the option of determining when earned vacation time may be used. No one may accumulate more than twenty vacation days without approval of the immediate supervisor.

**G. Unpaid Leaves of Absence**

The BOCES may grant an unpaid leave of absence for a period not to exceed one year to unit members who have made application for such a leave to the District Superintendent. The decision of the BOCES to grant or deny such leaves will be at the sole discretion of the District Superintendent and the BOCES.

## **ARTICLE X SENIORITY AND JOB SECURITY**

### **A. Non-Competitive or Labor Class Civil Service Positions**

1. Seniority within a BOCES program will be a factor in determining layoffs. All things being equal, in the judgment of the supervisor, the least senior unit member in the program affected by the reduction, shall be laid off.
2. An excessed unit member shall have recall rights to a similar position for a period of 3 years from the effective date of layoff. Recall shall be made on the basis of reverse seniority, i.e.: the most senior unit member will have the first choice. Any unit member who refuses a recall to a position shall be removed from the list. Notice of recall shall be sent via certified mail to the unit member's last known address. The unit member must respond within 5 days of the notice of recall.

### **B. Competitive Civil Service Positions**

1. The appropriate Civil Service procedures shall be followed in the event a competitive class position is abolished and a unit member is laid off.

### **C. When a teacher aide employed by the DCMO BOCES applies for and is granted a position as a Licensed Teaching Assistant with the DCMO BOCES, he or she shall retain the right to fall back into a teacher aide position in the same program with the DCMO BOCES in the case where the Licensed Teaching Assistant position to which they have been appointed is eliminated due to a reduction in force. Such right to fall back will be subject to the following conditions:**

1. No right to fall back into a teacher aide position will be granted for Licensed Teaching Assistants who came to such positions from outside the DCMO BOCES.
2. The right to fall back shall only be operative in case of layoff or reduction in force and will not apply in cases where the employee voluntarily leaves or is dismissed from a Licensed Teaching Assistant position.
3. In the case where a Licensed Teaching Assistant is able to exercise the above fall back right, his or her seniority as a teacher aide will be based on their years of service to the BOCES as a teacher aide only.
4. Salary in the teacher aide position will be at the hourly rate they earned immediately prior to assuming the Licensed Teaching Assistant position or in accordance with the teacher aide salary schedule, whichever is higher.
5. In all cases, the BOCES reserves its rights to assign, and the employee will not have any right to a specific teacher aide position.



## **ARTICLE XI HEALTH AND DENTAL INSURANCE**

### **A. Health Insurance**

Unit members electing health insurance coverage pursuant to this Article shall be provided with the following coverage options: individual; two person; family. Said coverage shall commence the first day of the month following the unit member's date of employment.

Effective December 1, 2008, the unit member contribution to the health insurance premium cost shall be as follows:

Individual – 5.0% of full premium or \$280, whichever is lower  
Two person – 5.0% of full premium or \$625, whichever is lower  
Family coverage – 5.0% of full premium or \$840, whichever is lower

Effective July 1, 2009, the unit member contribution to the health insurance premium cost shall be as follows:

Individual – 6.0% of full premium or \$320, whichever is lower  
Two person – 6.0% of full premium or \$725, whichever is lower  
Family coverage – 6.0% of full premium or \$990, whichever is lower

Effective July 1, 2010, the unit member contribution to the health insurance premium cost shall be as follows:

Individual – 6.0% of full premium or \$360, whichever is lower  
Two person – 6.0% of full premium or \$825, whichever is lower  
Family coverage – 6.0% of full premium or \$1140, whichever is lower

Effective July 1, 2011, the unit member contribution to the health insurance premium cost shall be as follows:

Individual – 6.0% of full premium or \$400, whichever is lower  
Two person – 6.0% of full premium or \$925, whichever is lower  
Family coverage – 6.0% of full premium or \$1290, whichever is lower

3. Payments shall be pro-rated for new unit members.
4. Effective July 1, 2005, unit members who elect between 50% and 90% of full time shall pay twice the amount specified in paragraph 2 above for either individual or family coverage.

5. Drug Card:

Effective July 1, 2009, the drug card co-pay for unit members shall be as follows:

- Generic \$5.00 per prescription
- Legend \$15.00 per prescription
- Generic Mail Order \$1.50 per prescription
- Legend Mail Order \$3.00 per prescription

6. Retired Employees - Retirees who have completed five or more years of full time employment for BOCES are entitled to continue health insurance under the BOCES plan. BOCES will pay 50% for the individual and 35% for family coverage.

Any employee who is covered by these Working Conditions who has completed a minimum of five (5) years of full-time service to this BOCES, and who retires from this BOCES, may continue to participate in the DCMO BOCES group dental insurance program in retirement. The cost to the retiree to participate in the dental insurance program will be the same as for active BOCES employees.

B. Health Insurance Option

1. All eligible unit members shall have the option of dropping the Health Insurance plan provided by the DCMO BOCES and will receive \$1,000 annually. Such payment shall be prorated in accordance with the unit member's FTE. Such payment to be adjusted in any contract year in accordance with the following:

Unit Members Taking Option	Annual Payment
14, or fewer	\$1,000
15 or 16	\$1,200
17, or 18	\$1,400
19, or more	\$1,600

2. All new unit members who meet the criteria and who elect not to take the Health Insurance plan will also be eligible for said payment. Such payment shall be prorated in accordance with the unit member's FTE.

3. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the District Superintendent/ designee by April 30th or upon the date of hire for new unit members.

4. Payment will be issued in the last pay period in June or upon the unit member's separation from the BOCES. The payment shall be pro-rated if less than a full year of employment.

5. If a unit member wishes to change his/her option, written notice must be given to the District Superintendent/designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st if the criteria of the Health Insurance plan is met and approved.
6. A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the District Superintendent/designee, be allowed re-entry into the BOCES Insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped.
7. Any requests which jeopardize the program will be refused.
8. With the exception of newly hired unit members, all unit members must participate in the health insurance plan for at least one year in order to be eligible for this option.

#### C. CHP

The Community Health Plan (CHP) shall be offered to unit employees on the same dollar cost basis as the DCMO Health Plan. A yearly window period for change in coverage with dates and duration established by the BOCES.

#### D. Dental Insurance

1. BOCES shall provide dental insurance for each unit member and/or dependent(s), commencing on the first day of the month following the date of employment of the unit member.
2. The BOCES and Employee cost for the dental reimbursement program will be as follows:

	<u>2008-09</u>
Employee - individual rate	\$95.00
Employee - family rate	\$180.00
BOCES	\$450.00

Any change in the above rates will be set by the Dental Committee and implemented upon the approval of the District Superintendent and the BESPAs President.

3. For the first year of employment, the unit member shall not be eligible for dependent coverage.
4. Unit members will be assessed the full annual fee regardless of the date of hire or date of separation from BOCES.

## **ARTICLE XII PROFESSIONAL GROWTH**

- A. A unit member may elect to take college courses approved by his/her immediate supervisor. BOCES will assume the cost of tuition (not to exceed current SUNY rates), books and related materials. The total reimbursement not to exceed \$600 per year (\$650 per year, effective July 1, 2005, \$700 per year, effective July 1, 2006, and \$750 per year, effective July 1, 2007). Approval will be based upon course content and the stated intent of the individual making application. Payment will be made following the satisfactory completion of the course and appropriate back-up documentation.
- B. Courses unrelated to the individual's specific job at BOCES will be approved only if they are part of a program leading to certification, licensing or Civil Service requirements.
- C. Teacher aides covered under the terms of this agreement who are required to take training and to pass an examination in order to perform the duties of their position will be provided a copy of appropriate course materials for their personal use. All such materials will remain the property of the BOCES and will be returned to the BOCES upon completion of the course or when the employee separates from BOCES employment.
- D. Employees may take BOCES Adult Education job-related courses at BOCES expense with the approval of their immediate supervisor.
- E. Effective October 1, 2004, the BOCES shall pay unit members \$7.19 per hour (\$7.45 per hour effective July 1, 2005, \$7.70 per hour effective July 1, 2006, and \$7.98 per hour effective July 1, 2007) for hours spent attending classes for their CDL where the CDL is required or used in the performance of their BOCES position.

## **ARTICLE XIII FLEXIBLE SPENDING ACCOUNT**

- A. The BOCES shall provide a Flexible Spending Account (Section 125) for each unit member who elects to participate.
- B. The participant will pay the monthly service fee, if any.
- C. The BOCES will inform the Association of the plan being offered as well as the description of said plan.

**ARTICLE XIV  
TRAVEL AND CONFERENCES**

- A. BOCES vehicles will be used for all BOCES related business travel if available. If a personal vehicle is necessary for BOCES business, permission for reimbursement should be received from the immediate supervisor prior to the expense being incurred and mileage will be paid at the existing rate per mile as established by the IRS.
- B. Employees being requested or requesting to attend a conference must fill out a "Conference Request" form and obtain approval from the immediate supervisor.

**ARTICLE XV  
EVALUATIONS OF UNIT MEMBERS**

- A. Each unit member shall be evaluated at least once during his/her first 26 weeks of employment.
- B. Each unit member shall be evaluated at least once each year after his/her first 26 weeks of employment.
- C. The criteria for the evaluation of a unit member shall be developed and distributed by the BOCES.
- D. The unit member shall be given a copy of any evaluation, and shall sign said copy. The signature of the unit member does not imply agreement with the contents of the evaluation.
- E. The unit member may submit a response to the evaluation within 20 working days of its receipt.
- F. The unit member has the right upon request to review the contents of his/her personnel file and to request copies of any documents in it.

**ARTICLE XVI  
VACANCIES**

Vacancies for any position included in the unit shall be posted in each campus for at least 5 days prior to being filled.

**ARTICLE XVII  
PAYROLL DEDUCTIONS**

- A. The BOCES agrees to deduct from the salaries of unit members dues for the Educational Support Association as said unit members individually and voluntarily authorize the BOCES to deduct, and transmit the monies promptly to

the Association. Authorizations for payroll deductions shall be in writing in the form set forth below.

- B. Such deductions shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned in Article I, shall be deducted in twenty-one (21) equal installments beginning with the second pay period in September.
- C. Authorization cards may be submitted by new employees at least two (2) weeks prior to any regularly scheduled pay date, and deductions shall be made for the balance of the scheduled deduction period prorated over the remaining pay periods for that school year.
- D. The BOCES shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association. The first transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. In subsequent transmittals only exceptions shall be noted.
- E. The Association agrees to save and hold harmless the BOCES from any and all losses, damages, costs, and attorneys' fees that may accrue as a result of making dues deductions, by reason of any action, suit or proceeding before any administrative body or judicial or quasi-judicial body or before any arbitrator by any person covered by this agreement or in his or her behalf involving or in any way relating to the dues deduction provision hereinabove set forth.

### **DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION**

Social Security Number \_\_\_\_\_

Name (Last, First, Middle) \_\_\_\_\_

District Name \_\_\_\_\_

Association \_\_\_\_\_

To the BOCES Board of Education:

I hereby authorize you according to arrangements agreed upon with the BOCES Educational Support Personnel Association, to deduct from my salary and transmit to said association, dues as certified by said association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ARTICLE XVIII  
TAYLOR LAW REQUIREMENT**

IT IS AGREED THAT ANY PROVISION REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XIX  
ZIPPER CLAUSE**

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this agreement. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and agree that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, nor will negotiations be reopened on the impact of any permissible management action during the life of this Agreement. The operating of schools and the direction of staff are vested exclusively in the school board.

**ARTICLE XX  
MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of the Agreement, all of the authority, rights and responsibilities possessed by the District are retained by the District.

**ARTICLE XXI  
NEGOTIATION OF A SUCCESSOR AGREEMENT**

The Parties agree to enter into negotiations by mutual consent for a successor Agreement prior to expiration of the current one.

**ARTICLE XXII  
MISCELLANEOUS**

- A. Each Operations & Maintenance worker will be provided with three uniforms each year. New Operations & Maintenance workers must satisfactorily complete their probationary period before receiving this benefit.
- B. Each Operations & Maintenance unit member will be provided with one pair of steel-toed safety shoes every year. Shoes are to be purchased at a store designated by the Operations & Maintenance supervisor. Safety shoes are required to be worn on the job by Operations and Maintenance unit members.

Print shop clerks regularly assigned to the jobs of copy machine, press machine and bindery machine operation will be granted a shoe allowance of up to \$40.00 (effective July 1, 2005, \$80.00) per year for the purchase of shoes. All purchases must be approved by the BOCES and payment will only be made upon submission of an original receipt to the BOCES. All shoes or boots purchased under this provision are for work purposes only.

- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the Agreement, they will suffer no loss in pay or leave time. BOCES employee(s) required by the Association to attend PERB hearings shall use personal business leave, vacation leave, or leave without pay for the period of the time the employee(s) is/are away from work.

- D. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

#### **ARTICLE XXIII INCLEMENT WEATHER OR EMERGENCY CLOSINGS**

No deduction from sick leave will be made for days when the unit member has previously applied for sick leave and the program to which they are assigned is closed due to hazardous weather or emergency conditions.

#### **ARTICLE XXIV**



## **DURATION**

This Agreement shall be in effect from July 1, 2008 through June 30, 2012.

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DCMO BOCES  
District Superintendent

Date: \_\_\_\_\_

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BOCES Educational Support  
Personnel Association

Date: \_\_\_\_\_

## **APPENDIX A LONGEVITY**

1. All full-time 12-month unit members will receive a longevity increment based on actual number of full year's service in the Delaware-Chenango-Madison-Otsego BOCES. This increment will be established as follows:
  - a. Commencing with the July 1 after being employed by BOCES for a total of 60 full months, unit members will be granted a \$400 increment. Commencing with the July 1 after being employed by BOCES for a total of 120 full months, unit members will be granted an additional \$600 increment. Commencing with the July 1 after being employed by BOCES for a total of 180 full months, unit members will be granted an additional \$800 increment. Commencing with the July 1 after being employed by BOCES for a total of 240 months, unit members will be granted an additional \$400 increment. Commencing with the July 1 after being employed by BOCES for a total of 300 months, unit members will be granted an additional \$400 increment. The increment(s) will be added to the annual salary after the base salary has been determined each subsequent year.
2. Full-time unit members in ten-month positions shall be eligible for the following:
  - a. Commencing with the September 1 after being employed by BOCES for a total of 50 full months, unit members will be granted an additional \$300 increment. Commencing with the September 1 after being employed by BOCES for a total of 100 full months, unit members will be granted an additional \$500 increment. Commencing with the September 1 after being employed by BOCES for a total of 150 months, unit members will be granted an additional \$650 increment. Commencing with the September 1 after being employed by BOCES for a total of 200 months, unit members will be granted an additional \$400 increment. Commencing with the September 1 after being employed by BOCES for a total of 250 months, unit members will be granted an additional \$400 increment. The increment(s) will be added to the annual salary after the base salary has been determined each subsequent year.

## APPENDIX B - SECTION A SALARY INCREASES

Returning unit members will receive the following salary increases:

2008-2009 – 4.0%, (excluding longevity payments)  
 2009-2010 – 4.25%, (excluding longevity payments)  
 2010-2011 – 4.25%, (excluding longevity payments)  
 2011-2012 – 4.25%, (excluding longevity payments)

Minimum hire rates shall be increased 2% each year of the agreement.

## APPENDIX B – SECTION B 2008 – 2012 BESPA HIRING RATES

		<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Child Care Worker	Minimum	7.25	7.40	7.55	7.70
	Maximum	7.96	8.12	8.28	8.44
Food Service Helper Photocopy Aide	Minimum	8.03	8.19	8.35	8.52
	Maximum	8.87	9.05	9.23	9.42
Messenger Clerk Photocopy Operator	Minimum	8.84	9.02	9.20	9.38
	Maximum	9.76	9.96	10.16	10.36
Van Driver Chauffer Custodial Worker Senior Copy Operator Offset Press Operator Trainee Typist Account Clerk Payroll Clerk Records Mgt Tech.	Minimum	10.26	10.47	10.68	10.89
	Maximum	11.25	11.48	11.71	11.94
Teacher Aide	Minimum	10.46	10.66	10.88	11.09
	Maximum	11.30	11.53	11.76	11.99
Offset Press Operator	Minimum	10.64	10.85	11.07	11.29
	Maximum	11.67	11.90	12.14	12.38
Stenographer Account Clerk Typist	Minimum	10.64	10.85	11.07	11.29
	Maximum	11.74	11.98	12.21	12.46

		<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Senior Account Clerk	Minimum	11.27	11.50	11.73	11.96
Computer Help Desk Trainer	Maximum	12.36	12.61	12.86	13.12
Sr Account Clerk Typist	Minimum	11.91	12.15	12.39	12.64
Purchasing Clerk	Maximum	13.08	13.34	13.60	13.88
AV Repair, Graphic Aide	Minimum	12.05	12.29	12.53	12.78
Asst Fleet Mechanic	Maximum	13.08	13.34	13.60	13.88
Asst Maint. Mechanic					
Monitor	Minimum	12.09	12.33	12.58	12.83
	Maximum	13.13	13.39	13.66	13.93
Case Manager	Minimum	12.13	12.37	12.62	12.87
Employment Counselor	Maximum	13.56	13.83	14.10	14.39
Fleet Mechanic	Minimum	14.58	14.87	15.16	15.47
A/V Technician	Maximum	15.97	16.29	16.62	16.95
Building Maintenance Mechanic Computer Technician					
Braillist, LPN	Minimum	14.65	14.94	15.24	15.54
Interpreter	Maximum	16.07	16.39	16.71	17.05
Building Maintenance Mechanic II	Minimum	17.11	17.45	17.80	18.16
	Maximum	18.89	19.27	19.65	20.05
Registered Nurse	Minimum	18.46	18.83	19.21	19.59
	Maximum	20.25	20.65	21.06	21.49

**APPENDIX C**  
**DCMO BOCES EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**  
**Grievance Filing Form**

Aggrieved party's name: \_\_\_\_\_

Aggrieved party's position: \_\_\_\_\_

Time when alleged events or conditions constituting grievance occurred: \_\_\_\_\_

Place where alleged events or conditions constituting grievance occurred: \_\_\_\_\_

Identity of party responsible for causing said events or conditions: \_\_\_\_\_

Portions of the Agreement alleged to be violated: \_\_\_\_\_

General statement of nature of grievance: \_\_\_\_\_

Redress sought by aggrieved party: \_\_\_\_\_

This grievance is being submitted at:

☐ Stage 1

☐ Stage 3

\_\_\_\_\_  
Signature - Aggrieved Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Grievance Chairperson

## MEMORANDUM OF AGREEMENT

**Teacher Aides:** If a teacher aide within the DCMO BOCES organization moves to a Licensed Teaching Assistant position and

1. LTA salary is greater than his/her current aide salary, then the employee will move to the appropriate step on the LTA salary schedule according to BOCES procedure; or
2. LTA salary is less than his/her current aide salary, then the employee will enter the LTA position at his/her current salary and remain at that salary in future years until such time as the calculated salary on the LTA salary schedule, according to BOCES procedure, (including degree, course work, longevity, and years of experience) surpasses his/her current salary, at which time he/she will move to the new calculated salary on the LTA schedule.